

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
INBOUND COMPETITIVE MULTI-SERVICE AGREEMENTS WITH  
FOREIGN POSTAL OPERATORS  
PRIME UNITED STATES POSTAL SERVICE TRACKED SERVICE  
AGREEMENT (MC2010-34)  
NEGOTIATED SERVICE AGREEMENT

Docket No.  
CP2020-169

**NOTICE OF UNITED STATES POSTAL SERVICE OF UPDATING NOTICE OF  
ACCESSION TO INBOUND COMPETITIVE MULTI-SERVICE PRIME AGREEMENT**  
(May 16, 2023)

On January 12, 2023, the United States Postal Service (Postal Service) filed a notice in this docket to provide the Postal Regulatory Commission (Commission) with notice of two additional accessions to the “PRIME United States Postal Service Tracked Service Agreement” (referred to as the “PRIME Agreement”) (Notice).<sup>1</sup> On January 31, 2023, the Postal Service notified the Commission that it decided to delay the effective date of the Deed of Accession filed as Attachment 2 to the Postal Service’s Notice and that the Postal Service will file a notice updating the Commission when the Postal Service determines a new effective date for this additional accession to the PRIME Agreement.<sup>2</sup>

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<sup>1</sup> Notice of United States Postal Service of Filing Additional Accessions to Inbound Competitive Multi-Service PRIME Agreement, Docket No. CP2020-169, January 12, 2023.

<sup>2</sup> Notice of United States Postal Service of Updating Notice of Accession to Inbound Competitive Multi-Service PRIME Agreement, Docket No. CP2020-169, January 31, 2023. On March 7, 2023 and March 24, 2023, the Postal Service filed additional related notices about this matter. See Notice of United States Postal Service of Updating Notice of Accession to Inbound Competitive Multi-Service PRIME Agreement, Docket No. CP2020-169, March 7, 2023; Notice of United States Postal Service of Updating Notice of Accession to Inbound Competitive Multi-Service PRIME Agreement, Docket No. CP2020-169, March 24, 2023.

At this time, the Postal Service provides notice to the Commission that unless the Commission determines otherwise, the Postal Service proposes that the effective date of the Deed of Accession filed as Attachment 2 to the Postal Service's Notice be June 1, 2023.

Additionally, the Postal Service entered into a separate agreement with the foreign postal operator that is the subject of Attachment 2 to the Postal Service's Notice (Agreement) to supplement the accession instrument. The Postal Service attaches as Attachment 1 to this notice a copy of the Agreement. The Postal Service maintains that certain portions of the Agreement should remain confidential and incorporates by reference the Application for Non-Public Treatment filed with its original notice in this docket.<sup>3</sup> A redacted copy of Attachment 1 is filed publicly, while an unredacted version is filed under seal for the Commission's review.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno  
Chief Counsel  
Global Business and Service Development

Mikhail Raykher  
Attorney

475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260-1101  
(202) 268-4277  
Mikhail.Raykher@usps.gov  
May 16, 2023

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<sup>3</sup> Notice of United States Postal Service of Filing Functionally Equivalent Inbound Competitive Multi-Service Agreement with Foreign Postal Operators, Docket No. CP2020-169, June 11, 2020, at Attachment 1 (Application of United Postal Service for Non-Public Treatment of Materials).

ROBERT H. RAINES JR.  
MANAGING DIRECTOR, GLOBAL BUSINESS

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May 15, 2023

[REDACTED]

Dear [REDACTED]:

I write to follow up to our discussion on Wednesday, April 5, 2023 about [REDACTED] accession to the USPS PRIME Tracked Agreement (PRIME Agreement). [REDACTED]

[REDACTED] As a condition of the United States Postal Service (USPS) agreeing to [REDACTED] accession to the PRIME Agreement, [REDACTED] agrees to the terms and conditions specified in this Agreement. [REDACTED] and the USPS may be referred to individually as a "Party" and together as the "Parties."

**A. Payment**

[REDACTED]

**B. Registered Volumes**

[REDACTED]

**C. Termination Provisions**

1. [REDACTED]

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- [REDACTED]
2. In the event of termination of the Agreement under this section, the Parties shall be liable to make promptly final settlement of all amounts owing as of the effective date of the termination. Unless both Parties agree in writing otherwise, payment of such amounts shall be made in accordance with the provisions of section A of this Agreement. Each Party shall bear its own costs in the event of termination. All further rights and remedies shall remain unaffected.
  3. A termination of this Agreement by either Party under this section shall also serve to terminate [REDACTED] status as a party to the PRIME Agreement.

**D. Notice**

Except as otherwise specifically mentioned, any notice given or other document to be provided under this Agreement will be in writing and addressed as set out below. Notices may be delivered by e-mail and also by expedited mail.

To the USPS:

[REDACTED]  
Managing Director  
Global Business  
475 L'Enfant Plaza SW  
Washington, D.C., 20260  
USA  
[REDACTED]

To [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**E. Entire Agreement**

1. This is an Agreement undertaken pursuant to Article 9 of the PRIME Agreement.
2. All terms and conditions of the PRIME-USPS Agreement apply to this Agreement with the same force and effect including, but not limited to, Articles 19, 20, 22, 23, and 26, unless such terms or conditions conflict with this Agreement, in which case this Agreement shall prevail.

3. [REDACTED]  
[REDACTED]  
[REDACTED]

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**F. Conditions Precedent**

All obligations of the USPS under this Agreement shall be contingent on the USPS receiving favorable reviews or approvals from, and/or non-objection by one or more internal and external bodies that have oversight responsibilities (hereinafter "Conditions Precedent"). Conditions Precedent may include, but are not limited to: favorable reviews or approvals or, if applicable, non-objection, from USPS senior management, the Governors of the USPS, the Board of Governors of the USPS, and the PRC. The Parties acknowledge that this Agreement or rates in connection with certain flows might not be approved by the PRC. Until such time as the Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under this Agreement and the USPS provides written notice to [REDACTED] of this fulfillment, no obligation shall exist for the USPS or [REDACTED], and no benefit or rights granted through this Agreement or portion thereof, as appropriate, shall inure to either Party.

**G. Effective Date**

The effective date of this Agreement shall be June 1, 2023, so long as the Conditions Precedent under section F are satisfied.

**H. Confidentiality**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**I. Language**

This Agreement shall be executed in English. The official version of this Agreement, including any supporting documentation and correspondence, shall be in English. The English language shall be the controlling language for the purpose of interpreting this Agreement, and all correspondence between the Parties pertaining to this Agreement shall be in the English language. In the event of inconsistency between any terms of this Agreement, including any supporting documentation and correspondence, and any translation into another language, the English language meaning shall control.

Please confirm your acceptance of the above terms and conditions by counter signing below and returning a copy of this signed letter by e-mail to [REDACTED]. If countersigned, this letter agreement is a commercial agreement

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between postal operators; this letter is not an international law agreement that purports to bind the operators' respective governments.

Please mail the original copy back to:

MR. ROBERT H. RAINES JR.  
VICE PRESIDENT, BUSINESS SOLUTIONS  
U.S. POSTAL SERVICE  
475 LENFANT PLAZA, SW, ROOM 5100  
WASHINGTON, DC 20260-0004  
UNITED STATES OF AMERICA

We look forward to continuing to collaborate in the future on matters of importance to our posts.

Sincerely,

  
Robert H. Raines Jr.

